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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

11 In re  
12 PG&E Corporation  
13 and  
14 PACIFIC GAS AND ELECTRIC  
COMPANY.

## Debtors.

18 [ ] Affects PG&E Corporation  
[ ] Affects Pacific Gas and Electric Company  
[x] Affects Both Debtors,

\*All papers shall be filed in the Lead Case  
No. 19-30088-DM

Case No. 19-30088-DM

Chapter 11

**SIERRA PACIFIC INDUSTRIES'  
OBJECTION TO THE ASSUMPTION OF  
CERTAIN EXECUTORY CONTRACTS  
OR UNEXPIRED LEASES**

Date: May 27, 2020

Time: 10:00 a.m.

Place: Courtroom 17

450 Golden Date Avenue  
San Francisco, CA 94102

Judge: Hon. Dennis Montali

22 On May 1, 2020 PG&E filed its Notice of Filing of Plan Supplement In Connection with  
23 Debtors' and Shareholder Proponents' Joint Chapter 11 Plan of Reorganization Dated March 16,  
24 2020 [Docket # 7037] ("Notice"). Exhibit B to the Notice is the Schedule of Executory Contracts  
25 and Unexpired Leases To Be Assumed Pursuant to the Plan and Proposed Cure Amounts (the  
26 "Assumption Schedule").

The Assumption Schedule lists eight (8) agreements with Sierra Pacific Industries (“SPI”) on Page 1395 of 1778 (or page 1415 of 2063 on Docket # 7037). The fifth (5<sup>th</sup>) agreement listed is

1 described as an “EMCL Agreement” dated 8/9/2012 with a Proposed Cure Amount of  
2 \$399,597.13. This executory contract is a Power Purchase Agreement and the Proposed Cure  
3 Amount is correct. SPI has no objection to the assumption of this agreement and the cure amount  
4 as stated.

5 As to the other seven agreements listed on the Assumption Schedule SPI’s personnel  
6 cannot determine from the description what contract is being referenced.

7 SPI filed the proofs of claim listed below (exclusive of its environmental and fire damage  
8 claims):

Claim Number	Claimant	Description	Amount
2377	SPI Bio-Mass PPA	503(b)(9) administrative priority	\$399,597.13
30921	SPI	Temp. Const. Easement	\$1,516.69
30927	SPI	Road License Agmt. (1/1/2019)	\$6,000.00
30928	SPI	Temp. Const. Easement (1/9/2019)	\$645.00

12  
13 Claim Number 2377 matches up to the Proposed Cure Amount on the Assumption  
14 Schedule. However, the amounts in proofs of claim 30921, 30927 and 30928 are not shown as  
15 cure amounts. These amounts should be listed as cure amounts as to the respective contracts being  
16 assumed. SPI objects to the failure to adequately identify the contracts in the Assumption  
17 Schedule and its failure to include the cure amounts for these three proofs of claim. SPI requests  
18 that the Court require PG&E to provide it with copies of the contracts that correspond to each of  
19 its entries on the Assumption Schedule so this may be sorted out.

20 The sixth (6<sup>th</sup>) SPI agreement listed on the Assumption Schedule is described as an  
21 “EMCL Agreement” dated 5/6/1965 with a Proposed Cure Amount of \$4,183.51. This agreement  
22 is with Sierra Pacific Nevada Power in Reno, NV, and is not affiliated with SPI. The Assumption  
23 Schedule should be amended to reflect the correct counterparty.

24 Additionally, the Assumption Schedule reflects three different addresses for SPI, none of  
25 which is correct. It’s correct address is Sierra Pacific Industries, P. O. Box 496028, Redding, CA.  
26 96049, Attn: Michael Dalglish.

The undersigned counsel has been in contact with Mr. Tom Schenckel of the Weil, Gotshal firm and is hopeful that these matters will be resolved.

Wherefore, SPI respectfully requests the Court to authorize the assumption and cure amount of the fifth (5<sup>th</sup>) agreement listed and described as an “EMCL Agreement” dated 8/9/2012 with a Proposed Cure Amount of \$399,597.13.

And wherefore, SPI respectfully requests the Court to defer ruling on the assumption or cure amounts for the other executory contracts or unexpired leases listed on the Assumption Schedule until PG&E provides SPI with sufficient information to identify those contracts and file a further response with the Court, if necessary.

DATED: May 15, 2020

DOWNEY BRAND LLP

By: \_\_\_\_\_ /s/ R. Dale Ginter  
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Attorneys for Sierra Pacific Industries